



New Jersey Office of the Attorney General

Division of Consumer Affairs
PO Box 45025
Newark, New Jersey 07101
(973) 504-6200
(800) 242-5846

Email: AskConsumerAffairs@lps.state.nj.us



REEXAMINATION OF ANIMAL

To ensure that healthy animals are sold in this State, New Jersey law requires that a dog or cat be examined by a licensed New Jersey veterinarian prior to its sale by a pet dealer or the owner or operator of a pet shop and within 72 hours of the delivery of the dog or cat to a consumer who has purchased the animal where the initial examination took place more than 14 days prior to the date of purchase. A pet dealer or owner or operator of a pet shop need not have the animal reexamined if you, the consumer, decide that you do not want such a reexamination performed.

If you do not want a reexamination performed, please indicate your decision below.

WAIVER OF REEXAMINATION

I understand that I have the right to have my animal reexamined within 72 hours of its delivery to me. I do not want to have such a reexamination performed.

Consumer's name (print)

Consumer's signature

You are entitled to receive a copy of this form.

Date

Dealer/Shop Owner/Agent's name
(print)

Dealer/Shop Owner/Agent's (signature)

Date

NOTIFICATION OF CONSUMER RIGHTS

The sale of dogs and cats is subject to the regulations of the New Jersey Division of Consumer Affairs. In the event that your animal becomes sick or dies and a licensed veterinarian certifies your animal to be unfit for purchase due to a non-congenital condition within 14 days following delivery of your animal or within 180 days (six months) following delivery of your animal in the case of a congenital or hereditary cause or condition, you may:

1. Return your animal and receive a refund of the purchase price including sales tax; OR
2. Keep your animal and attempt to cure it; OR
3. Return your animal and receive an animal (of equivalent value) of your choice.

In the event that you choose to keep the animal, veterinary fees, including future fees, limited to the purchase price of the animal, including sales tax, which were related to the condition rendering the animal unfit for sale, must be paid by the pet dealer. PLEASE NOTE: if your animal was purchased from a "pet shop," the veterinary fees reimbursement is twice the purchase price of the animal, including sales tax, related to the condition rendering your animal unfit for sale. A "pet shop" and a "pet dealer" are not the same (see the definitions at the end of this notification).

If you choose to return the animal, veterinary fees incurred prior to receipt of the veterinary certification, limited to the purchase price of the animal, including sales tax, which were related to the condition rendering the animal unfit for sale, must be paid by the pet dealer. PLEASE NOTE: if your animal was purchased from a "pet shop," the veterinary fees reimbursement is twice the purchase price of the animal, including sales tax, related to the condition rendering your animal unfit for sale.

In the event of your animal's death within this 14-day period, except when death occurs by accident or as a result of injuries sustained after delivery, you may choose to receive either a full refund of the purchase price, plus sales tax, or an animal of equivalent value. In addition, veterinary fees, limited to the purchase price, including sales tax, must be paid by the pet dealer. PLEASE NOTE: if your animal was purchased from a "pet shop," the veterinary fees reimbursement is twice the purchase price of the animal, including sales tax, related to the condition rendering your animal unfit for sale.

In order to exercise these rights, you must present to the pet dealer a written veterinary certification that the animal is unfit for purchase and an itemized bill of all veterinary fees incurred prior to your receipt of the certification. If you have received this Notification of Consumer Rights from the pet dealer, you must present the written veterinary certification and the veterinarian's bill to the pet dealer no later than five days after you have received the certification of unfitness. If you have not been given the Notification of Consumer Rights by the pet dealer, the five-day deadline does not apply. In the event that the pet dealer or the owner or operator of a pet shop wishes to contest the certification or the bill, he may request a hearing at the Division of Consumer Affairs by notifying the Director and the consumer in writing within five days. The pet dealer may

require your dog or cat to be examined by a licensed veterinarian of the dealer's choice at a mutually convenient time and place. If the pet dealer or owner or operator of the pet shop does not contest the matter, he must make the refund, replacement of animal or reimbursement of the veterinary fees not later than 10 days after receiving the veterinary certification.

If the pet dealer has promised to register your animal with an animal pedigree registration organization or to provide the necessary papers and fails to do so within 120 days following the date of sale, you are entitled to return the animal and receive a full refund of the purchase price, plus sales tax, or to keep the animal and receive a refund of 75 percent of the purchase price plus sales tax. In the event you elect to keep the animal and the dealer provides the 75 percent refund, the dealer is no longer obligated to register the animal or to provide the necessary papers to do so.

Consumer's name (print)

Owner/Agent's name (print)

Consumer's signature

Owner's/Agent's signature

(You are entitled to a copy of this form.)

Date

Print the name and address of the local health authority with jurisdiction over the pet shop or dealer:

Definition of a Pet Dealer: Any person engaged in the ordinary course of business in the sale of cats or dogs to the public for profit or any person who sells or offers for sale more than five cats or dogs in one year.

Definition of a Pet Shop: Any place of business, which is not part of a kennel, in which animals, including, but not limited to, dogs, cats, birds, fish, reptiles, rabbits, hamsters or gerbils, are kept or displayed chiefly for the purpose of sale to individuals for personal appreciation and companionship rather than for business or research purposes. A "*pet dealer*" only engages in the sale of cats or dogs.



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VETERINARY CERTIFICATION OF UNFITNESS

Date of certification _____ Date of exam(s) _____

Owner of animal _____

Owner's address _____

Animal's history

Breed _____ Color _____

Sex _____ Age _____

Findings of examination(s):

For the reason(s) given above, I hereby certify this animal to be unfit for purchase.
Attached to this certification is an itemized statement of the veterinary fees incurred as of this date.

(Please check one)

() It is estimated that it will cost \$_____ to cure or attempt to cure this animal.

() Animal's date of death _____.

Probable cause of death _____.

Signature of veterinarian

Address of veterinarian

NOTE: Upon receipt of this certification from the veterinarian, the consumer may report the sickness or death of the animal and the pet shop where the animal was purchased to the local health authority with jurisdiction over the municipality where the pet shop is located, and to the Director of the Division of Consumer Affairs in the Department of Law and Public Safety. The consumer shall provide a copy of this certification with any such report. The Director shall forward to the appropriate local health authority a copy of any such report the Division receives. The local health authority shall record the report and retain the records of any such report and documentation submitted by a consumer.

UNFITNESS OF ANIMAL - ELECTION OF OPTION

I understand that, upon delivery of my veterinarian's certification of unfitness, I have the right to elect one of the following options. I am aware of the options and I understand each of them. I have checked off my selection below.

For a live animal, select one of the three following options:

- (___) 1. Return of the animal and a refund of the purchase price, including sales tax, plus reimbursement of the veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness. The reimbursement for veterinarian's fees shall be up to and including the purchase price, including sales tax, of the sick animal, unless I purchased the animal from a pet shop in which event it shall be two times the amount.

Example:

Purchase price plus sales tax	\$500
<u>Vet fees</u>	<u>\$500</u>

Consumer returns the animal and gets \$1,000 (or \$2,000 if a pet shop)

- (___) 2. Retention of the animal and reimbursement for the veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness, plus the future cost to be incurred in curing or attempting to cure my animal. The reimbursement for veterinarian's fees shall be up to and including the purchase price, including sales tax, of the sick animal, unless I purchased the animal from a pet shop in which event it shall be two times the amount.

Example:

Purchase price plus sales tax	\$500
<u>Vet fees</u>	<u>\$500</u>

Consumer returns the animal and gets \$1,000 (or \$2,000 if a pet shop)

- (___) 3. Return of the animal and receipt of an animal of my choice, of equivalent value, plus reimbursement of veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness. Reimbursement for veterinarian's fees shall be up to and including the purchase price, including sales tax, of the sick animal, unless I purchased the animal from a pet shop in which event it shall be two times the amount.

Example:

Purchase price plus sales tax	\$500
<u>Vet fees</u>	<u>\$500</u>

Consumer returns the animal and gets \$1,000 (or \$2,000 if a pet shop)

For a deceased animal, select one of the two following options:

- (____) 1. Refund of the purchase price, including sales tax, of the animal plus reimbursement of the veterinary fees incurred prior to the death of the animal. The reimbursement for veterinarian's fees incurred shall be up to and including purchase price, including sales tax, of the dead animal unless I purchased the animal from a pet shop in which event it shall be two times the amount.

Example:

Purchase price plus sales tax	\$500
<u>Vet fees</u>	<u>\$500</u>

Consumer returns the animal and gets \$1,000 (or \$2,000 if a pet shop)

- (____) 2. An animal of my choice, of equivalent value, plus reimbursement of veterinary fees incurred prior to the death of the animal. The reimbursement for veterinarian's fees incurred shall be up to and including the purchase price, including sales tax, of the dead animal unless I purchased the animal from a pet shop in which event it shall be two times the amount.

Example:

Purchase price plus sales tax	\$500
<u>Vet fees</u>	<u>\$500</u>

Consumer returns the animal and gets \$1,000 (or \$2,000 if a pet shop)